

CONTRACTS FOR
Posey County, Ohio
Indiana

ARTICLES OF AGREEMENT
SOFTWARE LICENSED AGREEMENT
POSEY COUNTY, INDIANA

AGREEMENT

This SOFTWARE LICENSED AGREEMENT entered into by and between APPRAISAL RESEARCH CORPORATION, ("Licensor"), an Indiana corporation having principal offices at Findlay, Ohio, and the Posey County Commissioners representing the POSEY COUNTY ASSESSOR ("Licensee") determines the rights and Licenses granted to the Licensee in the Licensed Software (hereinafter defined) supplied by the Licensor hereunder.

1. DEFINITIONS: As used herein, the following definitions shall apply:

- a. **"Licensed Product"** shall mean collectively the Licensed Software and Licensed Documentation (as hereinafter defined).
- b. **"Licensed Software"** or **"Software"** shall mean the software identified on Schedule A annexed hereto and made a part hereof, in object code form, all updates and revisions thereof supplied by Licensor and all permitted copies of the foregoing.
- c. **"Licensed Documentation"** shall mean all documentation, other than the Licensed Software, related to the Licensed Software supplied by Licensor hereunder.
- d. **"Licensed CPU"** shall mean the central processing unit and its associated equipment that is identified on the annexed Schedule A.
- e. **"Use"** shall mean the reading into and out of memory of the Licensed Software and the execution of the Licensed Software, in whole or in part, by the Licensed CPU.
- f. **"Modification"** means deleting code from, adding code to, or altering the code in the Licensed Software.
- g. **"Modify"** means to create or engage in creating a modification.
- h. **"Copy"** means the medium on which information is fixed on a temporary or permanent basis and from which the information can be perceived, reproduced, used, or communicated, either directly or with the aid of a device.
- i. **"Nonexclusive License"** means a License that does not preclude the Licensor from transferring the same information, informational rights, contractual rights or permissions within the same scope to other Licensees.

2. LICENSE

- a. Subject to payment of the licensed fees and charges to Licensor, Licensor hereby grants to Licensee, and Licensee hereby accepts, a personal, nonexclusive and nontransferable License to use the Licensed Software on Licensed CPU and to use the Licensed Documentation in support of the Use of the Licensed Software.
- b. This license includes up to six (6) CPU units. A separate license shall be required, together with the payment of additional license fees and charges, to use the Licensed Software on other than the License CPUs; provided, however, Licensee may temporarily transfer the License granted hereunder to a back-up CPU if the Licensed CPU is inoperative for reasons beyond Licensee's reasonable control.

3. LICENSE FEES, CHARGES, AND TAXES

- a. The license fees and charges for the licensed granted hereunder shall be THIRTY FIVE THOUSAND FOUR HUNDRED DOLLARS (\$35,400.00).
- b. The license fees and charges, taxes and other applicable charges shall be due and payable within forty-five (45) days after Licensee's receipt of invoice therefor. Licensee shall pay a late payment charge of 1.5 percent per month, or the maximum penalty rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payment to Licensor is in arrears.
- c. Licensee shall pay all taxes based on, or in any way measured by, this Agreement, the Licensed Software or any portion thereof, or any services related thereto, excluding taxes based on Licensor's net income but including personal property taxes. If Licensee challenges the applicability of any such tax, Licensee shall nevertheless pay such tax to Licensor and Licensee may thereafter challenge such tax and seek refund thereof.

4. TERM OF LICENSE AGREEMENT AND LICENSES: Unless otherwise terminated, cancelled or extended as provided herein, the terms of this Agreement and of the Licenses granted herein shall commence on October 18, 2004.
5. PROTECTION OF LICENSED PRODUCT: Licensee acknowledges and agrees that the Licensed Software and all copies thereof are Licensor's exclusive property and constitutes a valuable trade secret of Licensor. Licensee may not disclose or make available to third parties the Licensed Product or any portion thereof without Licensor's prior written consent. Upon any termination, cancellation, or expiration hereof, Licensee shall immediately return the Licensed Product and all copies thereof to Licensor.

6. REPRODUCTION AND MODIFICATION OF LICENSED PRODUCT

- a. Licensee may reproduce the Software for Use only on the Licensed CPUs. All copies of the Software, in whole or in part, shall contain all of Licensor's restrictive and proprietary notices as they appear on the copies of the Software provided by the Licensor. In no event may Licensee duplicate, in whole or in part, the Licensed Documentation.
- b. Licensee may modify the Licensed Software and merge that same into existing software, provided such modified Software and resulting merged software shall be deemed to be a Licensed Product subject to all of the terms and conditions of this Agreement. Upon any termination, cancellation, or expiration of this Agreement or any license granted hereunder, Licensee shall remove the Licensed Software and all portions thereof from the modified Licensed Software and resulting merged software and Licensee shall have no right thereafter to use the Licensed Software or any portion thereof.

7. SERVICES: Licensee shall be solely responsible for the selection, installation, and Use of the Licensed Product. Licensor shall provide Licensee with technical support and services under the terms and conditions of a separate agreement and at Licensor's then current charges, therefore.

8. PROGRAM PRODUCT BASIC REQUIREMENTS. The Licensor shall use its best efforts to ensure that the Program Products meet the requirements set forth in the Indiana Administrative Code (the "IAC") Section 12-1-3 (50 IAC 12-1-3). The requirements include:

- a. The Program Products shall price all classes of property strictly according to the laws of the State of Indiana (the "State").
- b. The Program Products shall produce all files and reports for use by Licensee as required by the laws of the State.
- c. The Program Products shall allow local officials to design their own supplemental files and reports using the Licensor recommended third-party products.
- d. The Program Products shall provide the user with the ability to import, store, and export data, both for use by the State and to facilitate movement of data between computer systems, as reasonably required by the Licensee.
- e. The Program Products shall provide the user with the ability to link a file used to store digitized photographs in a standard format.
- f. To the extent that the Licensor provides hardware to the Licensee, such hardware shall be compatible with the data export and transmission requirements to a standard format prescribed by the Department of Local Government Finance (the Department) and Legislative Services Agency of the State.

9. REQUIRED AGREEMENT PROVISIONS. The Licensor shall use its best efforts to ensure that the requirements set forth in IAC Section 12-12-1 (50IAC 12-12-1) are met. These requirements include:

- a. The Licenser shall submit to the Department all disputes regarding whether the Program Products meet the software standards as set forth by the State.
 - b. All disputes not covered under section 9.a. above shall be resolved under the laws of the State.
 - c. The Licenser shall use its best efforts to ensure that the Program Products comply with the provisions of IAC section 12, et seq.
 - d. All provisions in the Agreement shall be binding on all parties to the contract and their successors or assigns.
 - e. To the extent the Licenser provides hardware to the Licenser, the hardware must be accepted and confirmed by the County's Assessor.
 - f. The Licenser shall use its best efforts to make any Program Product or service change that may be required as a consequence of a change in any law, rule or state board policy statement relating to the computer system, provided that the Licenser is compensated equitably, based on common industry rates, as are seasonably agreed to by the parties.
10. ASSESSOR SOFTWARE PROVIDER REQUIREMENTS. The Licenser shall ensure that the software provider requirements set forth in 50 IAC 12-12-1 are satisfied. These requirements include, but are not limited to, the following:
- a. The software maintenance agreement between the Licensee and the Licenser shall comply with the standards set forth in 50 IAC 12 as modified by the State Board of Tax Commissioners Non-Rule Policy Statement regarding county computer system certification.
 - b. The Licenser shall provide assistance to the Licensee as may be required to modify the Licensed Products to comply with changes in the laws, Department rules, or Department policy statements within the time prior prescribed by the law, rule or Department, provided the Licenser is compensated equitably, based on common industry rates, as are reasonably agreed to by the parties.
 - c. The Licenser agrees to reimburse the Licensee for all costs incurred as a result of the vendor's failure to continue to support the assessment software during the life of the maintenance agreement.
 - d. In the event a dispute arises concerning the Licenser's ability to provide continued support and the Department, an arbitrator, or a court rules that the Licenser has ceased to provide continued support and that the vendor is incapable of resuming support, the Licenser agrees that its documentation and source code may be released to the county.

11. STATE OF INDIANA REAL PROPERTY ASSESSMENT MANUAL. The Licensors shall use its best efforts to ensure that the requirements set forth in 50 IAC 12 are met. These requirements include:
- a. The Licensors has read and reasonably understands the requirements set forth in the State of Indiana Real Property Assessment Manual (50 IAC 2.3).
 - b. The Licensed Products shall conform to the operational requirements set forth in the State of Indiana Real Property Assessment Manual (50 IAC 2.3)
12. WARRANTY: The Licensors warrants that the Licensed Products will conform to Licensee's statutory need to comply with 50 IAC 12-1-3, 50 IAC 12-12-1 and 50 IAC 2.3.
13. WARRANTY OF QUIET ENJOYMENT: Licensors warrants that Licensee will have the quiet enjoyment use of the Licensed Products and Licensors shall hold Licensee harmless from any claims for any infringement of proprietary rights in the Licensed Products or any portion thereof that is brought during the term of this Agreement.
14. TERMINATION/CANCELLATION
- a. Licensors may terminate/cancel this Agreement and any License granted to Licensee hereunder if:
 - (1) Licensee fails to pay Licensors any Licensed fee or charge;
 - (2) Licensee is in default of any other provision of this Agreement and such default is not cured within ten (10) days after Licensors gives Licensee written notice thereof; or
 - (3) Licensee becomes insolvent or seeks protection, voluntarily or involuntarily, under bankruptcy law.
 - b. In the event of any termination/cancellation of this Agreement or any License granted to Licensee hereunder, Licensors may:
 - (1) Declare all amounts owed to Licensors to be immediately due and payable;
 - (2) Require that the Licensee cease any further Use of the Licensed Product or any portion thereof and immediately return the same and all copies thereof, in whole or in part; and
 - (3) Cease performance of all Licensors's obligations hereunder without liability to Licensee.
 - c. Licensors's foregoing of rights and remedies shall be cumulative and in addition to all other rights and remedies available to Licensors in law and equity.

- d. The Licensor shall use commercially reasonable efforts to meet the certification requirements provided in IAC Section 12, *et seq.* If the Licensor is unable to meet the certification requirements after using commercially reasonable efforts, the Licensor's liability for damages of any kind resulting from a breach of the Agreement, regardless of the form of action or theory of liability, shall not exceed the Licensor's insurance coverage. To the extent that a claim is not within the Licensor's insurance coverage, the Licensor's liability shall not exceed: (i) in the event of damage associated with a service or hardware product, the fee paid by the Licensee for that service or hardware product under the Agreement; or (ii) in all other cases, the License fee paid by the Licensee for use of the Licensed Products or Third-Party Software. In no event shall the Licensor be liable for any incidental, indirect, consequential punitive or special damages, including without limitation, lost profits or revenues, lost goodwill or loss of business even if the Licensor has, or should have had knowledge, actual or constructive of the possibility of such damages. Licensor shall maintain personal and public liability insurance in the minimum amount of \$1,000,000 per incident and \$3,000,000 total during the term of this Agreement.
- e. If at any time after commencement of services required by this Agreement, Licensee shall, in its sole reasonable judgment, determine that such services are inadequate, unsatisfactory or substantially not conforming to the descriptions. Warranties, or representations contained in the Agreement, Licensee may terminate this Agreement upon forty-five (45) days written notice to Licensor. Upon termination of this Agreement for any reason, each party shall be released from all obligations and liabilities to the other, occurring or arising after the date of termination.

15. LIMITATION OF LIABILITY. In no event shall Licensor be liable to Licensee for any indirect, special or consequential damages or lost profits, arising out of or related to this Licensed agreement or the performance or breach thereof, even if the Licensor has been advised of the possibility thereof. Licensor's liability to Licensee hereunder, if any, shall in no event exceed the total of the licensed fees paid to Licensor hereunder by the Licensee.

16. GENERAL

- a. The effective date of this Agreement shall be upon execution hereof by Licensee and acceptance hereof by an authorized representative of Licensor.
- b. Any claim arising out of or related to this Agreement must be brought no later than one (1) year after it has accrued, or one year from the date that such defect to this Agreement is discovered.
- c. This Agreement is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. This

Agreement may be amended only by writing executed by the authorized representatives of both parties.

d. This Agreement shall be interpreted in accordance with the substantive laws of the State of Indiana.

17. EXHIBITS – BINDING EFFECT. Exhibits A-3, A-4, A-6, A-8, and A-10 (consisting of letters, e-mails, and correspondence from Licensor to Licensee) are attached to and made a part of this Agreement. If any terms in the Exhibits are inconsistent with the terms of this Agreement, the terms in the Exhibits shall control. To the extent that the terms in the Exhibits are applicable to any other maintenance, support, or licensing agreements between Appraisal Research Corporation and Posey County or the Posey County Assessor, the parties agree that the Exhibits shall apply to and be a part to those agreements as if attached thereto.

SCHEDULE A
TO
LICENSING AGREEMENT
BETWEEN
APPRAISAL RESEARCH CORPORATION ("LICENSOR")
AND
ASSESSOR OF POSEY COUNTY, INDIANA ("LICENSEE")

Licensor agrees to provide a Licensing Agreement to the Licensee under the terms of this Agreement for the following listed Licensed Programs:

- Computer Assisted Mass Appraisal ("CAMA") – running on a Personal Computer based network.

IN WITNESS WHEREOF, the County Commissioners of Posey County representing the County Assessor of Posey County, acting in behalf of said County, and an authorized representative of the Appraisal Research Corporation have signed this Agreement on the day and year first above written.

POSEY COUNTY, INDIANA

Martin R. Redman
Commissioner

Date: 10-18-04

Darius S. Robinson
Commissioner

Date: Oct 18, 2004

John F. Shure
Commissioner

Date: 10/18/04

ATTEST

John R. Elpers
Posey County Auditor

Date: 10/18/04

APPRAISAL RESEARCH CORPORATION

Richard H. Hoffman
Richard H. Hoffman, ASA, CAE, MAI
President



APPENDIX



August 13, 2004

Hon. Rita Sherretz
Posey County Assessor
Posey County Coliseum
126 E. Third Street
Mt. Vernon, IN 47620

Dear Rita:

This document is to clarify questions posed by the County Commissioners and Attorney in reference to our proposed contract for ARCAMA, PPDMS and SDARS software.

1. Is the software working in harmony with the same Manatron software we use? **Parke County is currently on Manatron MVP software. No matter the version of Manatron the Auditor uses, Manatron will give us the format in which they want our data supplied. We will guarantee to provide it in that format on the media specified.**
2. Is that software in use in other Counties in Indiana? **Manatron MVP is, I believe, the latest version of their software. ARCAMA is currently installed in seven Ohio Counties as well as Parke County, Indiana.**
3. Who trains the Auditor's staff to import that data? Is there an additional fee for that training? **The process is the same for the Auditor as it has been in the past. Manatron should be responsible for any training necessary to use their software. The implementation of developing the file from the Assessor's records is part of ARCAMA's responsibility. ARC would be responsible for any necessary training. There would be no additional fees associated with this over that stated in the contract.**
4. Does the software being offered fully comply with that code (50 IAC 12-1-3)? **Yes, the software is fully certified by the Department of Local Government Finance (DLGF). Part of that certification requires the software to be certified by the County as well. This is only done after the County is satisfied with the software.**
5. Does the software being offered fully comply with that code (50IAC 12-12-1)? **Yes, the software fully complies with DLGF certification. Both Part 8 and Part 9 are required by the DLGF as part of CAMA software contracts.**
6. Does the software being offered fully comply with that code (50 IAC 12)? **Yes, the software complies with 50 IAC 12 and is certified by the DLGF.**

Exhibit A-3

7. What is the amount of the insurance coverage? **ARC currently holds personal and public liability insurance in the amount of \$1,000,000 per incident and \$3,000,000 total.**
8. If the Licensor is unable to meet the certification requirements as mentioned above, will Appraisal Research Corporation refund the contract cost? **ARC is already certified so this is a moot point, however we do have a history of working with our clients until they are satisfied, and will do everything in our power to provide acceptable service.**
9. If the Licensor is unable to meet the certification requirements as mentioned above, is ARC liable for the cost of any labor expended using ARC's software. **Again, ARC software is already certified so this is a moot point. The data entry and conversion are a part of this contract and are to be ARC's responsibility. We are to provide you with a working certified system complete with all current data.**
10. If an attempt to import ARC's data into the existing Manatron database causes damage to that database, is ARC liable for the cost of repairing that database? **I cannot foresee a time when this could happen. Our software produces a file from the County server in accordance to Manatron layout. They tell us what they need to import. If what we provide doesn't fit, it won't import. Viruses or other problems would be on the County server and beyond our control. In any case, if ARC were proven to be at fault for a major damage to Manatron's database our insurance would handle the problem.**

Please do not hesitate to call if you have further questions.

Sincerely,

APPRAISAL RESEACH CORPORATION

Virginia R. Whipple AAS
Regional Manager

Hon. Joleen Elpers
Posey County Auditor
126 East Third Street
Room #220
Mt. Vernon, IN 47620

Dear Joleen:

This letter is a response to questions regarding APPRAISAL RESEARCH CORPORATION as a potential vendor for the Posey County Assessor's CAMA software. Mr. Charles Chambliss of Integrity Computing Solutions requested these responses.

1. What is the total cost?

Cama software (ARCAMA) licensing fee for 6 units total is \$35,400.00.
Personal Property software (PPDMS) licensing fee for 6 units total is \$7,494.00
Sales Disclosure software (SDARS) licensing fee for 6 units total is \$2,095.00
Total cost for all licensing fees: \$44,989.00

2. What is the existing data conversion cost?

\$25,000.00

3. What is the manual input of non-converted data cost?

\$75,000.00

4. What is the maintenance contract cost?

CAMA maintenance-\$18,000.00 annually payable in monthly installments of \$1,500.00

PPDMS maintenance-\$499.00 annually per unit x 6 units=\$2,994.00 (this amount will be pro-rated based on installation date.)

SDARS maintenance-\$299.00 annually per unit x 6 units=\$1,794.00 (this amount will be pro-rated based on installation date.)

5. What is the training time and cost?

10 days of training at no additional fee.

6. What is the third party software cost (Access, Crystal Reports, etc)?

ARC needs remote access to PC Anywhere or a T-1 line. (Also see list of hardware requirements under question #8). These would be the responsibility of the Posey County Assessor's office to purchase.

7. What is the hardware cost (server and workstations)?

Non-inclusive in contract. ARC assumes the County to be responsible for purchase and installation of hardware. ARC assumes responsibility solely for software installation, training and maintenance support.

8. What are the recommended and minimum hardware specs?

Server Requirements

Processor: Dual Intel Xeon 1.8 or higher
Memory: 2 GB or greater
NIC: 100/1000 (Network Interface Card)
HD: 80 GB of storage (Hard Drive)*
OS: Windows 2000/2003 Server (Operating System)
CD-ROM: CD-RW

Workstation Requirements

Processor: Intel 1.5 or higher
Memory: 256 MB or greater
NIC: 100/1000 (Network Interface Card)
HD: 60 GB (Hard Drive)
OS: Windows 2000/XP Pro (Operating System)
Monitor: 17 inch CRT/LCD (800 x 600 min. resolution)

*Hard drive configuration may vary. Both SCSI and IDE drives are compatible.

**Other items to consider: Backup device and software
PC Anywhere
SQL Licenses

***MS Access is required on one system for administrative purposes

9. What additional costs are included in your total cost?

No additional costs

10. What is your expected implementation time?

11 months from start of data entry

11. When can your company begin the process?

As soon as Posey County provides a download of the data

12. Will your software export files that are compatible with our existing Manatron software in the Auditor's office?

Yes-Manatron will provide the necessary data format information needed to do the export successfully.

13. Is your software in compliance with relevant Indiana Administrative Codes including, but not limited to, 50 IAC 12-12-1 and 50 IAC 12-1-3?

Yes

14. Is your software certified by the Department of Local Government Finance?

Yes

15. Which of the 3 methods of assessment (Sales Comparison, Income Capitalization, and Cost Approach) does your software support?

Sales Comparison and Income Capitalization; Cost tables can be inserted at the County's request.

16. Does the software include sales data, personal property and oil programs?

Yes

17. In which software language (Access 97, SQL 2000, etc.) is your software written?

Supports either an SQL or Access database.

Joleen, we have requested to be on the Agenda at the next Commissioner's meeting, which is to be held on Friday, September 3, 2004. I will be in touch with you to verify this.

Sincerely,

Cindy Gross

APPRAISAL RESEARCH CORPORATION



Appraisal Research

CORPORATION

July 26, 2004

Mrs. Kris Carroll
Deputy Posey County Assessor
126 East Third Street, Room 132
Mt. Vernon, IN 47620

Dear Kris:

Appraisal Research Corporation's ARCam software is fully compatible with Manatron's MVP tax accounting package from the standpoint of electronically transferring values from the Assessor system to the Auditor's system.

The transfer works as follows:

1. Accuracy and data edit reports are run on the Assessor's side.
2. Once the Assessor is satisfied with the data a CD is burned by taxing district.
3. The Auditor imports the data and runs reports which verify the roll.
4. Taxing Districts can be rolled separately and as many times as necessary to complete the process.

ARC currently has the software installed in Parke County and has successfully completed the transfer process for the past two years. Diane Hazlett, Parke County Auditor, (765-569-3422) can verify that the process works and is fairly simple.

If you have further questions, please don't hesitate to call.

Sincerely,

APPRAISAL RESEARCH CORPORATION

Virginia R. Whipple AAS
Regional Manager

Exhibit A-6

Cindy Gross

From: "ARCIN" <arcin@appraisalresearch.cc>
To: <pcassessor@yahoo.com>
Cc: "Cindy Gross" <cgross@appraisalresearch.cc>; <gross@insightbb.com>
Sent: Wednesday, September 15, 2004 8:15 AM

Kris,

The current CAMA system is written in Visual Basic 6 and uses Access 97 as the data store. The new version is also written in Visual Basic 6 and will use either Access 2000/2003 or Microsoft SQL as the data store. A county upgrading to the new version will not need to do anything to its data, since all of the data will move seamlessly to the new data store. The data store will be automatically converted and verified by the CAMA conversion process. After the conversion process all system data and functionality will be available as it was prior to the conversion.

The upgraded software is made available to customers under their current maintenance contract at no additional charge.

If you have further questions, please don't hesitate to call. Thanks

Ginny

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Exhibit A-8
9/15/2004

Memo

To: Charles Chambliss
From: Ginny Whipple
CC: Kris Carroll
Date: September 24, 2004
Re: Questions about CAMA and Microsoft SQL

As related in the email to Kris Carroll dated Sept. 15, the current CAMA is written in Visual Basic 6 and uses Access 97 as the data store. The new version is also written in Visual Basic 6 and will have the ability to use either Access 2000/2003 or Microsoft SQL as the data store. This upgrade should be ready by the end of November. Upgrading from Access 97 to Access 2000/2003 is part of the ongoing maintenance contract. This would probably be done before data entry is complete and the system is turned over to the County.

It is not necessary for a County your size to convert to SQL. If you should choose to do so, however, the only cost would be the cost of the SQL software license. This would not be a conversion to a different program, only a different data store. There should be no down time to the County or added cost over the SQL license.

ARTICLES OF AGREEMENT

MAINTENANCE SUPPORT

POSEY COUNTY, INDIANA

2004

In an effort to emphasize our determination to
perform an exceptional service for your county,

Appraisal Research Corporation

is pleased to include the following

Unconditional Guarantee

Should you, for any reason, determine that any
component of our work product is deficient,
we will redo that segment to your
complete and undisputed satisfaction.

This MAINTENANCE SUPPORT AGREEMENT entered into by and between APPRAISAL RESEARCH CORPORATION, ("Consultant"), an Indiana corporation having principal offices at Findlay, Ohio, and the Posey County Commissioners representing the POSEY COUNTY ASSESSOR ("Client") is made effective as of October 18, 2004.

1. **DEFINITIONS:** For the purposes of this Agreement, the definitions set forth in this Paragraph 1 shall apply to the respective bolded terms in quotations:

- a. **"Agreement"** shall mean this Maintenance Agreement, including any Exhibits attached hereto.
- b. **"Derivative Work"** shall mean work that is based upon one or more pre-existing works, such as a revision, modification, translation, abridgment, condensation, expansion, or any other form in which such a pre-existing work by be recast, transformed, or adapted, and that, if prepared without authorization by the owner of the pre-existing work, would constitute a copyright infringement.
- c. **"Enhancement(s)"** shall mean computer program modifications or additions, other than Error Corrections, that may be integrated with the Licensed Programs or offered separately by Consultant and that improves its function, adds new functions, or substantially enhances its performance. Enhancements shall not include programs that have a value and utility separate from the use of the Consultant programs, and that, as a practical matter, may be priced and offered separately from the Licensed Programs.
- d. **"Error"** shall mean a defect in the Licensed Programs which can with reasonable effort be recreated using a supported operating environment, which prevents the Licensed Programs from functioning in substantial conformity with the published specifications pertaining hereto.
- e. **"Error Corrections"** shall mean computer software changes to correct an Error in the Licensed Programs that is in a form that allows its application to the Licensed Programs to establish conformity with the specifications for Licensed Programs.
- f. **"Licensed Program(s)"** shall mean the computer software described in Exhibit A, attached hereto and incorporated by reference, including any extracts from such software, derivative works of such software, enhancements of such software, or collective work constituting such software (such as subsequent Releases) to the extent offered to Client under this Agreement or the Licensed Agreement covering the described computer software.
- g. **"Normal Working Hours"** shall mean the hours between 8:00 A.M. and 5:00 P.M. on the days Monday through Friday of each week of the calendar year, excluding regularly scheduled holidays of the Consultant.

2. **TERM OF AGREEMENT:** This Agreement will become effective on the date indicated in the introductory paragraph of this Agreement, and will remain in effect until either party notifies the other of termination of this agreement. This notification shall be in written form and shall be delivered via certified mail forty-five (45) days prior to the termination date. This Agreement may be otherwise terminated only for cause as set forth in Section 9 of this Agreement entitled "Termination of Agreement."
3. **SUPPORT:** During the term of this Agreement, Consultant shall render the following services during Normal Business Hours in support of the Licensed Programs and Equipment:
 - a. Telephone hot-line support, including consultation on the operation and utilization of the Licensed Programs. Client shall be responsible for all telephone equipment and communication charges related to such support; and
 - b. Upon Client promptly reporting and notifying Consultant, in writing, of Errors in the Licensed Programs and Client not modifying the Licensed Programs without Consultant's prior written consent, Consultant shall verify such Errors and, in accordance with the following schedule or such longer period as may be agreed to in writing by Client and Consultant, either notify Client that no such Errors exist or provide to Client for verified Errors, Error Corrections:

Severity	Client: Up/Down	Debility	Work Around	Correction
1	Down	High	No	2 business days after error is reported to Programmer
2	Up	High	No	5 business days after error is reported to Programmer
3	Up	High/Med	Yes	15 business days after error is reported to Programmer
4	Up	Low	Yes	By next version release

- c. Consultant support obligations do not include any data conversion or software development services. Consultant shall only be responsible for supporting Licensed Programs which are no more than one version prior to the current version of the Licensed Programs.

- d. Consultant agrees that an upgrade to the Licensed Program is anticipated in November 2004. Consultant agrees that any upgrades from Access 97 to Sequel are a part of this Maintenance Agreement and will be made available to client at no additional cost.
4. SUPPORT FEES: Client shall pay Consultant for Error Correction and Enhancements support the annual sum of EIGHTEEN THOUSAND DOLLARS (\$18,000.00), payable in monthly installments of FIFTEEN HUNDRED DOLLARS (\$1500.00) each. Three years after the date of the Client's final acceptance of the Licensed Programs, Consultant shall be entitled to increases in the support fees upon at least 10 days prior written notice to Client.
5. DATA ENTRY: The consultant agrees to be responsible for conversion and data entry of the current information on the property record cards into the Consultant's software. The client agrees to make every possible effort to provide a copy of their current data in the format required by the Department of Local Government Finance for their yearly download. Data entry shall be complete by November 1, 2005 provided data entry can begin by December 1, 2004.
6. DATA ENTRY FEE: The client shall pay the Consultant a conversion and start up fee of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) due at the signing of the contract. An additional fee of SEVENTY SIX THOUSAND FIVE HUNDRED DOLLARS (\$76,500.00) shall be paid to the consultant for data entry. Payment shall be made monthly on either a monthly or percentage of completion basis as preferred by the client.
7. PROPRIETARY RIGHTS AND CONFIDENTIALITY
- a. Consultant is the exclusive owner of Licensed Programs, Error Corrections, Enhancements, Derivative Works thereof and related documentation or maintains sufficient rights as a Licensee of certain software incorporated into Licensed Programs to grant to Client the limited rights granted in this Agreement. Nothing in this Agreement shall be construed to grant Client any right, title or interest in the Licensed Programs, Error Corrections, Enhancements, Derivative Works thereof and related documentation except the limited right to use granted in this Agreement and any end-use Licensed agreement with Consultant.
- b. Client recognizes the validity of Consultant's copyrights and trade secrets. Client will cooperate in good faith to secure and preserve Consultant's right and title to the copyrights and trade secrets for Licensed Programs and related documentation, respectively, as if said products were its or their own products. No provision or clause in this Agreement shall be interpreted as an assignment or grant to Client of any right, title, or interest in or to copyrights, and trade secrets, all privileges pertaining thereto remaining the exclusive property of Consultant (or in some cases, of its subcontractors), except for the rights granted herein to Client to use the Licensed Programs and related documentation as

specified under the terms of this Agreement. Client agrees upon termination of this Agreement to continue to protect Consultant's copyrights and trade secrets.

- c. Client expressly agrees to retain in confidence, and to require its employees, representatives and agents to retain in confidence, all information, ideas, and concepts imparted to it by Consultant concerning the Licensed Programs. Client agrees to limit its use of any knowledge obtained from Consultant, to those activities covered under the terms of its end-user Licensed agreement and this Agreement. Client's obligations under these provisions extend past the termination of this Agreement to the earlier of such time as the information protected herein is in the Public Domain, or ten years following the termination of this Agreement.
8. INDEPENDENT CONTRACTOR: Consultant shall be an independent contractor, and this Agreement does not and is not intended to create in any way or manner or for any purpose whatsoever an employer-employee relationship or a principal-agent relationship. In its capacity as an independent contractor, Consultant agrees and represents, and Client agrees, as follows:
- a. Consultant has the right to perform services for others during the term of this Agreement.
 - b. Consultant has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
 - c. Consultant has the right to perform the services required by this Agreement at any place or location and at such times as Consultant may determine and as possible under the terms of this Agreement.
 - d. The services required by this Agreement shall be performed by Consultant, or Consultant's staff, and Client shall not be required to hire, supervise, or pay any assistants to help Consultant.
 - e. Consultant is responsible for paying all ordinary and necessary expenses of its staff.
 - f. Neither Consultant nor Consultant's staff shall be required to devote full-time to the performance of the services required by this Agreement.
 - g. Client shall not provide any insurance coverage of any kind for Consultant or Consultant's staff.
 - h. Consultant's agents or employees shall not be considered in any manner as employees of Client or have any rights to any benefits that Client grants its employees.

- i. Consultant shall not be considered or deemed to be an agent, employee, joint venture, or partner of Client.
- j. Consultant shall have no authority to contract for or bind Client in any manner and shall not represent itself as an agent of Client or as otherwise authorized to act for or on behalf of Client.

9. TERMINATION OF AGREEMENT

- a. Each party has the right to terminate this Agreement if the other party has materially breached any obligation herein and such breach remains uncured for a period of 30 days after notice thereof is sent to the other party.
- b. If at any time after commencement of the services required by this Agreement, Client shall, in its sole reasonable judgment, determine that such services are inadequate, unsatisfactory, or substantially not conforming to the descriptions, warranties, or representations contained in this Agreement, Client may terminate this Agreement upon 45 days written notice to Consultant.
- c. Upon termination of this Agreement for any reason, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of termination. However, any termination of this Agreement shall not relieve Client from the obligation to pay Consultant for services rendered prior to receipt of the notice of termination and for work performed or hours reserved for Client during the 45-day termination notice period.

10. RETURN OF MATERIALS: Upon termination of this Agreement, Client shall promptly return to Consultant all of Consultant's data, materials (including all materials embodying Trade Secrets), reports and other property (and all copies of same) held by the Client. Consultant shall promptly return any property of the Client's held by Consultant.

11. WARRANTIES AND REPRESENTATIONS: Consultant warrants and represents that:

- a. Consultant will not knowingly infringe upon any copyright, patent, trade secret or other property right of any former client, employer or third party in the performance of the services required by this Agreement.
- b. Consultant has not granted any rights or Licenses to any intellectual property or technology that would conflict with Consultant's obligations under this Agreement.
- c. The warranties and representations above set forth in this Section 11 are the only warranties and representations made by consultant under this agreement. Consultant makes no other warranty or representation of any kind whatsoever,

express or implied. Any and all implied warranties or merchantability and fitness for a particular purpose and expressly disclaimed and excluded by consultant.

12. LIMITATION ON CONSULTANT'S LIABILITY TO CLIENT

- a. In no event shall consultant be liable to you or any other person for any direct, indirect, or consequential or incidental damages (including damages for business interruption, loss of business information or similar losses) due to breach by consultant of the limited warranty contained herein even if consultant has been advised of the possibility of such damages.
- b. The cumulative liability of Consultant to the Client for all claims related to the support services for the Licensed Programs provided under this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all fees paid to Consultant by Client under this Agreement.
- c. Consultant shall not be liable for any claim or demand made against Client by any third party, except as provided in Section 11 of this Agreement entitled "Warranties and Representations," and the cumulative liability of Consultant to such third party for all such claims shall not exceed the total amount of all fees paid to Consultant by Client under this Agreement.
- d. Client shall indemnify Consultant against all claims, demands, and costs, including reasonable attorney fees, of defending any claim or demand by any third party, except as to the items contained in Section 11 of this Agreement entitled "Warranties and Representations," arising out of or in connection with Client's performance under this Agreement. Consultant shall promptly notify Client in writing of any such claim or demand and Client shall have the right to fully control the defense and any settlement of the claim or demand.

13. EMPLOYMENT OF ASSISTANTS OR SUBCONTRACTORS: Consultant may, at Consultant's own expense, employ such assistants or subcontractors, as Consultant deems necessary to perform the support services required by this Agreement. Client shall have the right, upon reasonable notice to Consultant, to reject any of Consultant's assistants or subcontractors whose qualifications in Client's good faith and reasonable judgment are insufficient for the satisfactory performance of the support services required by this Agreement.

14. MEDIATION AND ARBITRATION: Except for the right of Consultant to bring suit on an open account for simple moneys due Consultant, any dispute arising under this Agreement shall be resolved through a mediation-arbitration approach. The parties agree to select a mutually agreeable, neutral third party to help them mediate any dispute that arises under the terms of this Agreement. If the mediation is unsuccessful, the parties agree that the dispute shall be decided by binding arbitration under the rules of the American Arbitration Association. The decision of the arbitrators shall be final and binding on the parties and may be entered and

enforced in any court of competent jurisdiction by either party. Costs and fees associated with the mediation shall be shared equally by the parties. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrators shall for good cause otherwise determine.

15. GENERAL PROVISIONS

- a. This Agreement, together with any Exhibits attached hereto and incorporated by reference, is intended by the Consultant and Client to be the final expression of their agreement, and constitute the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements, oral or written, to the contrary heretofore made. This Agreement may be amended only in writing signed by an authorized representative of the party against whom enforcement of the modification is sought.
- b. In the event that any of the terms of this Agreement is or becomes or is declared to be invalid, unenforceable or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement, and all the remaining terms of this Agreement shall remain in full force and effect.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
- d. Client represents and acknowledges that Client is not relying on any representation or warranty from Consultant regarding support services, except as specifically set forth in this Agreement, including, but not limited to, any representation as to future product offerings.
- e. Client shall not assign, or otherwise transfer any of the obligations undertaken or rights granted under this Agreement without the prior written consent of Consultant. The parties to this Agreement agree that any assignment would increase materially the burden of risk imposed on Consultant by this Agreement and impair materially Consultant's chance of obtaining return performance.

- f. Any notices and other communications required or permitted under this agreement, shall be in writing and shall be deemed given when delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, to the parties in the following manner:

If to Client:

Office of the Assessor of Posey County
ATTENTION: Hon. Kristi Carroll, County Assessor
126 E 3rd Street, Room 132
Mt. Vernon, Indiana 47620

If to Consultant:

Appraisal Research Corporation
ATTENTION: Richard H. Hoffman, President
101 East Sandusky Street
Findlay, Ohio 45840

IN WITNESS WHEREOF, the County Commissioners of Posey County representing the County Assessor of Posey County, acting in behalf of said County, and an authorized representative of the Appraisal Research Corporation have signed this Agreement on the day and year first above written.

POSEY COUNTY, INDIANA

Martin R. Redman
Commissioner

Daleus S. Robinson
Commissioner

Date: 10-18-04

Date: Oct 18, 2004

J. K. Thum
Commissioner

Date: 10/18/04

ATTEST

Glenn R. Elpers
Posey County Auditor

Date: 10/18/04

APPRAISAL RESEARCH CORPORATION

Richard H. Hoffman
Richard H. Hoffman, ASA, CAE, MAI
President



EXHIBIT A
TO
AGREEMENT
OF
MAINTENANCE SUPPORT
BETWEEN
APPRAISAL RESEARCH CORPORATION ("CONSULTANT")
AND
ASSESSOR OF POSEY COUNTY, INDIANA ("CLIENT")

Consultant agrees to provide error-correction and support maintenance services to the Client under the terms of this Agreement for the following listed Licensed Programs:

- Computer Assisted Mass Appraisal ("CAMA") – running on a Personal Computer based network.

Letter of Intent to Lease PPDMS

THIS Letter of Intent entered into this _____ day of _____, 2004, by and between the **Posey County Commissioners** on behalf of the **Posey County Assessor** hereinafter referred to as the "Assessor" and Appraisal Research Corporation hereinafter referred to as "ARC".

WHEREAS the Assessor has the need to lease software to perform personal property data organization and calculations; and

WHEREAS ARC is willing and able to provide such software (PPDMS).

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and outlined in LICENSING / MAINTENANCE TERMS included with this Letter of Intent and viewable on the World Wide Web at [http://appraisalresearch.cc/Downloads/PPDMS Licensing Maintenance.pdf](http://appraisalresearch.cc/Downloads/PPDMS%20Licensing%20Maintenance.pdf), the Assessor and ARC enter into this Letter of Intent.

ARTICLE I WORK IN PROGRESS

ARC shall be responsible for providing a license to the Assessor for their use of ARC's Personal Property Data Management Software. (PPDMS) This software shall provide the necessary tools to allow the Assessor to accurately calculate personal property values and totals for reporting.

ARTICLE II MAINTENANCE

ARC shall provide maintenance on a yearly basis with the year beginning when the software is installed. This maintenance shall consist of yearly update to the tables, rolling of pool data from one year to the next, archiving previous year's data and any upgrades necessary to update the software to Indiana Department of Local Government Finance standards. The maintenance shall also apply to any problems, which are determined to be PPDMS programming errors.

Maintenance fees for 1/1/2004-12/31/2004 shall be \$499.00. This amount will be pro-rated pending date of install. Maintenance consideration shall remain the same from year to year unless ARC notifies the Assessor before March 1 of the year preceding the due date of the maintenance consideration.

Maintenance/Technical support shall be provided via telephone (800) 626-7743. Extension #327 or via email at arcin@appraisalresearch.cc. All messages are retrieved three times daily with calls returned within 24 hours. If additional on-site support is needed for reasons other than stated above, additional charges of \$37.50 per hour (minimum four hours), plus mileage from the technical support technician's home office to the client's office. Additional programming charges are \$50.00 per hour (minimum ½ hour increments) if applicable.

ARTICLE III TIMEFRAME

ARC shall install the software within two weeks of notification by the Assessor that hardware necessary to run the software is in place (See Article V) and this Letter of Intent has been executed. Either party shall have the opportunity of terminating this agreement with thirty (30) days written notice to the other party.

ARTICLE IV CONSIDERATION

ARC shall be paid a total of:

First User License Fees Within The County*			QTY	Subtotals
Single - Stand Alone	New Install	\$3499.00	_____	\$ _____
	Maintenance per year	\$ 499.00	_____	\$ _____
	Maintenance Pro-Rated @ \$41.58 per Month		_____	\$ _____
Network** - Server	New Install	\$2499.00	<u>1</u>	\$ 2499.00
	Maintenance per year	\$ 499.00	_____	\$ _____
	Maintenance Pro-Rated @ \$41.58 per Month (3 Months***)		<u>1</u>	\$ 124.74
Workstation / each	New Install	\$ 999.00	<u>5</u>	\$ 4995.00
	Maintenance per year	\$ 499.00	_____	\$ _____
	Maintenance Pro-Rated @ \$41.58 per Month (3 Months***)		<u>5</u>	\$ 124.74
Each Additional County Office User License Fee*				
Single - Stand Alone	New Install	\$ 999.00	_____	\$ _____
	Maintenance per year	\$ 499.00	_____	\$ _____
	Maintenance Pro-Rated @ \$41.58 per Month		_____	\$ _____
Network** - Server	New Install	\$ 899.00	_____	\$ _____
	Maintenance per year	\$ 499.00	_____	\$ _____
	Maintenance Pro-Rated @ \$41.58 per Month		_____	\$ _____
Workstation / each	New Install	\$ 399.00	_____	\$ _____
	Maintenance per year	\$ 499.00	_____	\$ _____
	Maintenance Pro-Rated @ \$41.58 per Month		_____	\$ _____
Total charge				\$ <u>7,743.48</u>

*Includes one time installation of software plus one half day of training.

**Minimum networked systems consist of a server and one workstation.

***Pro-Rated amount will reflect date of signed contract.

ARTICLE V MINIMUM SYSTEM REQUIREMENTS*

The County is required to obtain the following minimum system before installation is performed.

PLATFORM

- PC Compatible
- Pentium III

MEMORY

- 256 MB available

DISC STORAGE

- 1GB FIXED available
- 700 MB REMOVEABLE

PRINTER

- System Compatible Laser or Ink Jet**

SOFTWARE

- Windows 98, 2000, XP, NT
- Access 97, 2000, XP

*Failure to meet the minimum system requirements will need a written waiver from ARC.

**PPDMS does not support duplex printing.

Billing will be sent directly to the Assessor's office unless otherwise indicated.

Hon. Kristi Carroll
Posey County Assessor
126 E 3rd St. Room 132
Mt. Vernon, IN 47620

IN WITNESS WHEREOF, the County Commissioners of Posey County representing the County Assessor of Posey County, acting in behalf of said County, and an authorized representative of the Appraisal Research Corporation have signed this Agreement on the day and year first above written.

POSEY COUNTY, INDIANA

Martin R. Redman
Commissioner

Doreen S. Robinson
Commissioner

Date: 10-18-04

Date: Oct 18, 2004

J. K. Thumel
Commissioner

Date: 10/18/04

ATTEST

Julius R. Elgers
Posey County Auditor

Date: 10/18/04

APPRAISAL RESEARCH CORPORATION

Richard H. Hoffman
Richard H. Hoffman, ASA, CAE, MAI
President

Letter of Intent for SDARS

THIS Letter of Intent entered into this _____ day of _____, 2004, by and between the **Posey County Commissioners** on behalf of the **Posey County Assessor** hereinafter referred to as the "Assessor" and Appraisal Research Corporation hereinafter referred to as "ARC".

WHEREAS the Assessor has the need to lease software to electronically manage Sales Disclosure data, and to avail themselves of offsite archival and backup services; and

WHEREAS ARC is willing and able to provide such software and services in the form of the Sales Disclosure Archival and Retrieval Service hereinafter referred to as "SDARS".

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and outlined in LICENSING / MAINTENANCE TERMS included with this Letter of Intent and viewable on the World Wide Web at [http://appraisalresearch.cc/Downloads/SDARS Licensing Agreement.pdf](http://appraisalresearch.cc/Downloads/SDARS%20Licensing%20Agreement.pdf), the Assessor and ARC enter into this Letter of Intent.

ARTICLE I WORK IN PROGRESS

ARC shall be responsible for providing:

- A license to the Assessor for their use of ARC's SDARS database engine the terms of which are attached to this letter. This software shall provide the necessary tools to allow the Assessor to create a searchable database of real estate sales information for such external uses as real property valuation, land valuation, equalization studies, etc. In addition, the software shall provide the capability to export said database information for shipment to and archival by ARC on a monthly basis.
- An operations manual.
- 2 hours of onsite training.
- An annual download of archived data to the DLGF.

ARTICLE II MAINTENANCE

ARC shall provide maintenance on a yearly basis with the year beginning when the software is installed. This maintenance shall consist of yearly upgrades and improvements necessary to update the software to Indiana Department of Local Government Finance standards. The maintenance shall also apply to any problems, which are determined to be SDARS programming errors.

Maintenance fees for 1/1/04-12/31/04 shall be as stated in Article IV. This amount will be pro-rated pending date of install. Exports postmarked by the 7th of each month result in a maintenance discount of 25% for that month only. Discount credits will be applied to the

following year's maintenance amount. Basic maintenance fees shall remain the same from year to year unless ARC notifies the Assessor before March 1 of the year preceding the due date of the maintenance consideration.

Maintenance/Technical support shall be provided via telephone (800) 626-7743. Extension #327 or via email at arcin@appraisalresearch.cc. All messages are retrieved three times daily with calls returned within 24 hours. If additional on-site support is needed for reasons other than stated above, additional charges of \$37.50 per hour (minimum four hours), plus mileage from the technical support technician's home office to the client's office. Additional programming charges are \$50.00 per hour (minimum ½ hour increments) if applicable.

ARTICLE III TIMEFRAME

ARC shall install the software within two weeks of notification by the Assessor that hardware necessary to run the software is in place (See Article V) and this Letter of Intent has been executed. Either party shall have the opportunity of terminating this agreement with thirty (30) days written notice to the other party.

ARTICLE IV CONSIDERATION

ARC provides 2 payment options.

1. Schedule A is the discounted cost of the service when permission is granted giving ARC the right to sell the archived data on the Internet.
2. Schedule B reflects the full cost of providing the service where permission is not granted.

Schedule A:

		QTY	Sub Total
Single - Stand Alone - Working			
New Install	FREE	_____	_____
Maintenance per year	\$ 299.00	_____	\$ _____
Maintenance Pro-Rated @ \$24.92 per Month		_____	\$ _____
Single - Stand Alone - Counter version			
New Install	\$ 499.00	_____	\$ _____
Maintenance per year	\$ 299.00	_____	\$ _____
Maintenance Pro-Rated @ \$24.92 per Month		_____	\$ _____
Network* - Server			
New Install	\$ 499.00	<u>1</u>	\$ <u>499.00</u>
Maintenance per year	\$ 299.00	_____	\$ _____
Maintenance Pro-Rated @ \$24.92 per Month (3Months**)		<u>1</u>	\$ <u>74.76</u>
Workstation / each			
New Install	FREE	<u>1</u>	_____
Additional workstation	\$ 399.00	<u>4</u>	\$ <u>1596.00</u>
Maintenance per year	\$ 299.00	_____	\$ _____
Maintenance Pro-Rated @ \$24.92 per Month (3 Months**)		<u>5</u>	\$ <u>373.80</u>

ARC shall be paid a total of: \$ 2,543.56

* Minimum networked systems consist of a server and one workstation.

**Pro-Rated amount will reflect date of installation.

ARTICLE V
MINIMUM SYSTEM REQUIREMENTS*

The County is required to obtain the following minimum system before installation is performed.

PLATFORM

- PC Compatible
- Pentium III

MEMORY

- 256 MB available

DISC STORAGE

- 1GB FIXED available
- 1.2 MB Floppy

PRINTER

- System Compatible Laser or Ink Jet

SOFTWARE

- Windows 98, 2000, XP, NT
- Access 97, 2000, XP

*Failure to meet the minimum system requirements will need a written waiver from ARC.

Billing will be sent directly to the Assessor's office unless otherwise indicated.

Hon. Kristi Carroll
Posey County Assessor
126 E. 3rd St. Room 132
Mt. Vernon, IN 47620

IN WITNESS WHEREOF, the County Commissioners of Posey County representing the County Assessor of Posey County, acting in behalf of said County, and an authorized representative of the Appraisal Research Corporation have signed this Agreement on the day and year first above written.

POSEY COUNTY, INDIANA

Martin R. Redmon
Commissioner

Date: 10-18-04

J. K. Sherrill
Commissioner

Date: 10/18/04

Darius S. Robinson
Commissioner

Date: Oct 18, 2004

ATTEST

Alex R. Elgers
Posey County Auditor

Date: 10/18/04

APPRAISAL RESEARCH CORPORATION

Richard H. Hoffman
Richard H. Hoffman, ASA, CAE, MAI
President